

# Exhibit 6

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF OHIO  
3                   EASTERN DIVISION

4           IN RE:   NATIONAL PRESCRIPTION        ) No. 17-md-2804  
5           OPIATE LITIGATION                    ) MDL NO. 2804  
6    )  
7           APPLIES TO ALL CASES                 ) Hon. Dan A. Polster  
8    )

9                   HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER  
10                  CONFIDENTIALITY REVIEW

11                  VIDEO DEPOSITION OF KEVIN VORDERSTRASSE

12                                   December 5, 2018

13                                   9:12 a.m.

14           Reporter:   John Arndt, CSR, CCR, RDR, CRR

15                                   CSR No. 084-004605

16                                   CCR No. 1186

1 and/or input of any of these financial forecasts?

2 A. So at this time I was a product manager,  
3 and I would provide unit volume sales forecasts and  
4 price forecasts for the products for which I was  
5 responsible for so that those could be rolled up in the  
6 forecasting process.

7 Q. And who were these results generally  
8 shared with?

9 A. The results of the forecasts were shared  
10 with the operations and planning teams to drive  
11 production scheduling. They were also shared with  
12 business management to review the state of the  
13 business, and on a quarterly basis forecasting results  
14 were shared with senior management at the level above  
15 the general manager of the business.

16 Q. You can set that aside. I want to switch  
17 gears to a different topic. Is it correct to say that  
18 Mallinckrodt employed sales reps to market and sell its  
19 prescription opioids?

20 A. Mallinckrodt employed sales  
21 representatives to market and sell our prescription  
22 branded opioids. We employ national account managers  
23 to contract for the sale of our generic prescription  
24 opioids to wholesalers and pharmacy chains.

1 Q. Did you ever employ national account  
2 managers to contract for the sale of branded  
3 prescription opioids?

4 A. We had a national account trade team which  
5 negotiated the wholesaler fee-for-service agreements  
6 for distribution of the branded products through  
7 wholesalers.

8 Q. And approximately how many sales reps did  
9 Mallinckrodt employ to market and sell Mallinckrodt  
10 prescription branded opioids?

11 A. Over time, the number ranged from 50 to  
12 about 200 sales reps for branded opioids. They were --  
13 there were always multiple products to -- for those  
14 sales representatives to market. Those weren't always  
15 all opioid products.

16 Q. With respect to the national account  
17 managers that Mallinckrodt contracted for the sale of  
18 the generic prescription opioids, approximately how  
19 many did Mallinckrodt employ or utilize over the  
20 relevant time period?

21 A. Over the relevant time period, the size of  
22 the team has changed. At the -- at its largest, I  
23 believe the national accounts team was about seven or  
24 eight people for the generic products, and at its

1     smallest the team has been four.

2             Q.     So in other words, there were seven or  
3     eight people at its peak that were primarily  
4     responsible for marketing Mallinckrodt's generic  
5     opioids?

6             A.     Seven or eight people who were primarily  
7     responsible for direct contact with wholesaler and  
8     pharmacy chain customers and negotiating agreements  
9     with those customers.

10            Q.     So -- and thank you for that answer. So  
11    then is it fair to say when we're talking about  
12    generics the primary way in which Mallinckrodt was able  
13    to gain the market share that we were discussing before  
14    was through its negotiations and communications with  
15    distributors and pharmacies?

16            A.     So in general terms, generic products,  
17    whether opioid or non-opioid, are sold primarily based  
18    upon price and also based upon quality and service, so  
19    ability to supply, ability to supply consistently with  
20    high-quality product is essential for generic  
21    companies, but as near commodity products, ultimately  
22    the price is often a deciding -- a key deciding factor  
23    for wholesalers and pharmacy chains.

24            Q.     And so with respect to the price,

1 isolating that separate and apart from quality and  
2 service, was there any type of marketing done to --  
3 directly to the pharmacies or distributors with respect  
4 to Mallinckrodt products, or was it simply a price that  
5 Mallinckrodt set and you had distributors essentially  
6 take it or leave it?

7 A. The prices for our products were always  
8 negotiated between Mallinckrodt and the distributor or  
9 wholesaler or the pharmacy chain.

10 Q. And as you alluded to earlier, the primary  
11 responsibility for the negotiation of these prices  
12 rested with the national account managers; is that  
13 correct?

14 A. National account managers were primarily  
15 responsible for the negotiation effort. The product  
16 management team was responsible for reviewing and  
17 approving any prices that were offered and processing  
18 that price through our contracting systems.

19 Q. And how did Mallinckrodt divide up these  
20 negotiations with distributors and wholesalers? In  
21 other words, let me ask it a different way. Was there  
22 any distinction done by region with respect to the  
23 negotiations Mallinckrodt had with respect to prices  
24 vis-à-vis the distributors and the pharmacies?

1           A.     Our negotiations for price and our  
2     contracts for price with either wholesalers or with  
3     pharmacy chains were considered to be company-wide, so  
4     that those prices were available to the entire  
5     wholesaler's business or the entire pharmacy chain's  
6     business, not -- we never had anything that was  
7     designated as specific to any given region.

8           Q.     Got it. So just to make clear, there was  
9     no adjustments made with respect to price based on a  
10    particular region of where the distributor or the  
11    pharmacy was located?

12          A.     The geographical region of the location of  
13    the distributor or pharmacy chain was not used in  
14    setting price.

15          Q.     So the price that would apply, for  
16    example, in California, would apply with equal force to  
17    a price that would be set in Ohio, for example?

18          A.     To the extent that a customer sold in both  
19    of those states, yes, absolutely.

20          Q.     And can you -- turning -- or focusing  
21    again on the national account managers, can you  
22    describe to the court the general structure of that  
23    team? So we had national account managers at the top.  
24    Who were the types of people and/or categories of